

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

In Re:

Shahla Tehrani

Debtor.

Case No.: 17-73170-reg
(Chapter 11)

Assigned to:
Hon. Robert E. Grossman
Bankruptcy Judge

RELIEF FROM STAY - REAL ESTATE AND
COOPERATIVE APARTMENTS

BACKGROUND INFORMATION

1. REAL PROPERTY OR COOPERATIVE APARTMENT ADDRESS WHICH IS THE SUBJECT OF THIS MOTION: 785 Bryant Avenue, Roslyn Harbor, NY 11576
2. LENDER NAME: Rushmore Loan Management Services, LLC as servicer for MTGLQ Investors, L.P.
3. DATE OF MORTGAGE: August 20, 2008
4. POST-PETITION PAYMENT ADDRESS: P.O. Box 52708, Irvine, CA 92619-2708

DEBT/VALUE REPRESENTATIONS

5. TOTAL PRE-PETITION AND POST-PETITION INDEBTEDNESS OF DEBTOR(S) TO MOVANT AT THE TIME OF FILING THE MOTION: \$2,310,487.75 (good through March 15, 2018)
(Note: this amount may not to be relied on as a "payoff" quotation.)
6. MOVANT'S ESTIMATED MARKET VALUE OF THE REAL PROPERTY: \$1,340,982.00
7. SOURCE OF ESTIMATED VALUATION: Schedules A&D

**STATUS OF DEBT AS OF
THE PETITION DATE**

8. DEBTOR(S) INDEBTEDNESS TO MOVANT AS OF PETITION FILING DATE:

A. TOTAL: (Good through March 15, 2018)	\$2,210,277.88
B. PRINCIPAL:	\$1,294,500.00
C. INTEREST:	\$685,967.12
D. ESCROW (TAXES AND INSURANCE):	\$202,352.09
E. FORCED PLACE INSURANCE EXPENDED BY MOVANT:	\$5,965.49
F. PRE-PETITION ATTORNEY'S FEES CHARGED TO THE DEBTOR:	\$2,232.56
G. PRE-PETITION LATE FEES CHARGED TO DEBTOR:	\$14,832.73

9. CONTRACT INTEREST RATE: Adjustable

May 1, 2017 - March 1, 2018	6.875%
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10. OTHER PRE-PETITION FEES, CHARGES OR AMOUNTS CHARGED TO DEBTOR'S ACCOUNT AND NOT LISTED ABOVE:

Pre-Petition Attorney Costs	\$3,915.45
Property Inspection Fees	\$16.50
Prev BK Atty Fees	\$400.00
Property Preservation Fees	\$3,991.43
BPO/Appraisal Fees	\$2,070.00

AMOUNT OF POST-PETITION DEFAULT AS OF THE MOTION FILING DATE

11. DATE LAST PAYMENT WAS RECEIVED: No post-petition payments received.

12. NUMBER OF PAYMENTS DUE FROM PETITION DATE TO MOTION FILING DATE: 10

13. POST-PETITION PAYMENTS IN DEFAULT:

ALLEGED PAYMENT DUE DATE	ALLEGED AMOUNT DUE	AMOUNT RECEIVED	AMOUNT APPLIED TO PRINCIPAL	AMOUNT APPLIED TO INTEREST	AMOUNT APPLIED TO ESCROW	LATE FEE CHARGED (IF ANY)
06/01/2017	\$10,238.59	0.00	0.00	0.00	0.00	\$0.00
07/01/2017	\$10,238.59	0.00	0.00	0.00	0.00	\$0.00
08/01/2017	\$10,238.59	0.00	0.00	0.00	0.00	\$0.00
09/01/2017	\$10,238.59	0.00	0.00	0.00	0.00	\$0.00
10/01/2017	\$10,238.59	0.00	0.00	0.00	0.00	\$0.00
11/01/2017	\$10,238.59	0.00	0.00	0.00	0.00	\$0.00
12/01/2017	\$10,238.59	0.00	0.00	0.00	0.00	\$0.00
01/01/2018	\$10,238.59	0.00	0.00	0.00	0.00	\$0.00

02/01/2018	\$10,238.59	0.00	0.00	0.00	0.00	\$0.00
03/01/2018	\$10,288.44	0.00	0.00	0.00	0.00	\$0.00
TOTALS	\$102,435.75	0.00	0.00	0.00	0.00	\$0.00

14. OTHER POST-PETITION FEES CHARGED TO DEBTOR(S)

A. TOTAL:	\$1,031.00
B. ATTORNEY'S FEES IN CONNECTION WITH THIS MOTION:	\$850.00
C. FILING FEE IN CONNECTION WITH THIS MOTION:	\$181.00
D. OTHER POST-PETITION ATTORNEY'S FEES:	\$0.00
E. POST-PETITION INSPECTION FEES:	\$0.00
F. POST-PETITION APPRAISAL/BROKER'S PRICE OPINION:	\$0.00
G. FORCED PLACED INSURANCE EXPENDED BY MOVANT:	\$0.00

15. AMOUNT HELD IN SUSPENSE BY MOVANT:	\$0.00 (Debtor Funds)
	\$0.00 (Trustee Funds)

16. OTHER POST-PETITION FEES, CHARGES, OR AMOUNTS CHARGED TO DEBTOR'S ACCOUNT AND NOT LISTED ABOVE: \$0.00

REQUIRED ATTACHMENTS TO MOTION

PLEASE ATTACH THE FOLLOWING DOCUMENTS TO THIS MOTION AND INDICATE THE EXHIBIT NUMBER ASSOCIATED WITH THE DOCUMENTS.

1. COPIES OF DOCUMENTS THAT ESTABLISH MOVANT'S INTEREST IN THE SUBJECT PROPERTY. FOR PURPOSES OF EXAMPLE ONLY, A COMPLETE AND LEGIBLE COPY OF THE PROMISSORY NOTE OR OTHER DEBT INSTRUMENT TOGETHER WITH A COMPLETE AND LEGIBLE COPY OF THE MORTGAGE AND ANY ASSIGNMENTS IN THE CHAIN FROM THE ORIGINAL MORTGAGEE TO THE CURRENT MOVING PARTY. (EXHIBIT A.)

2. COPIES OF DOCUMENTS THAT ESTABLISH MOVANT'S STANDING TO BRING THIS MOTION. (EXHIBIT A.)

3. COPIES OF DOCUMENTS THAT ESTABLISH MOVANT'S INTEREST IN THE REAL PROPERTY OR COOPERATIVE APARTMENT WAS PERFECTED. FOR THE PURPOSES OF EXAMPLE ONLY, THIS MAY BE A COMPLETE AND LEGIBLE COPY OF THE FINANCING STATEMENT (UCC-1) FILED WITH THE CLERK'S OFFICE OR THE REGISTER OF THE COUNTY IN WHICH THE PROPERTY OR COOPERATIVE APARTMENT IS LOCATED. (EXHIBIT A.)

DECLARATION AS TO BUSINESS RECORDS

I, **Gloria A. Rocha**, THE **Vice President** OF RUSHMORE LOAN MANAGEMENT SERVICES, LLC AS SERVICING AGENT FOR MTGLQ INVESTORS, LP THE MOVANT HEREIN, DECLARE PURSUANT TO 28 U.S.C. §1746 UNDER PENALTY OF PERJURY THAT THE INFORMATION PROVIDED IN THIS FORM AND ANY EXHIBITS ATTACHED HERETO (OTHER THAN THE TRANSACTIONAL DOCUMENTS ATTACHED AS REQUIRED BY PARAGRAPHS 1, 2, AND 3, ABOVE) IS DERIVED FROM RECORDS THAT WERE MADE AT OR NEAR THE TIME OF THE OCCURRENCE OF THE MATTERS SET FORTH BY, OR FROM INFORMATION TRANSMITTED BY, A PERSON WITH KNOWLEDGE OF THOSE MATTERS; THAT THE RECORDS WERE KEPT IN THE COURSE OF THE REGULARLY CONDUCTED ACTIVITY; AND THAT THE RECORDS WERE MADE IN THE COURSE OF THE REGULARLY CONDUCTED ACTIVITY AS A REGULAR PRACTICE.

I FURTHER DECLARE THAT COPIES OF ANY TRANSACTIONAL DOCUMENTS ATTACHED TO THIS WORKSHEET AS REQUIRED BY PARAGRAPHS 1, 2 AND 3, ABOVE, ARE TRUE AND CORRECT COPIES OF THE ORIGINAL DOCUMENTS.

EXECUTED AT IRVINE, CA <CITY/TOWN>, _____ <STATE> ON THIS 26 DAY OF March 2018

Gloria A. Rocha
<SIGNATURE>

Gloria A. Rocha

<PRINT NAME>

Vice President

<TITLE>

RUSHMORE LOAN MANAGEMENT SERVICES,
LLC AS SERVICING AGENT FOR MTGLQ
INVESTORS, LP

15480 LAGUNA CANYON ROAD, SUITE 100

IRVINE, CA 92618

DECLARATION

I, Gloria A. Rocha, THE Vice President OF RUSHMORE
LOAN MANAGEMENT SERVICES, LLC THE MOVANT HEREIN, DECLARE PURSUANT TO 28 U.S.C.
§1746 UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT BASED ON
PERSONAL KNOWLEDGE OF THE MOVANT'S BOOKS AND BUSINESS RECORDS.

IRVINE, CA

EXECUTED AT

<CITY/TOWN>, _____ <STATE> ON THIS 26 DAY OF

Maven 2018

Gloria A Rocha

<SIGNATURE>

Gloria A. Rocha

<PRINT NAME>

Vice President

<TITLE>

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